

EXHIBIT A

This case has been designated as an eFiling case. To review a copy of the
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Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 6th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 16- 2016-153802-CB JUDGE WENDY POTTS
Court address 1200 N. TELEGRAPH ROAD, DEPT. 404, PONTIAC, MI 48341-0404		Court telephone no. (248) 858-1000

Plaintiff's name(s), address(es), and telephone no(s).

Converting Alternatives International, LLC
 1180 Hemingway Road
 Lake Orion, Michigan 48360

RECEIVED

SEP 26 2016

Defendant's name(s), address(es), and telephone no(s).

Vac Pac, Inc.
 150 West Ostend Street
 Baltimore, Maryland 21230

Plaintiff's attorney, bar no., address, and telephone no.

David E. Plunkett (P66696)
 Williams, Williams, Rattner & Plunkett, P.C.
 380 N. Old Woodward Avenue, Suite 300
 Birmingham, Michigan 48009
 (248) 642-0333

MILES & STOCKBRIDGE PC

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued JUL 01 2016	This summons expires SEP 30 2016	Court clerk Lisa Brown
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.☒ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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General Civil Cases

☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

VENUE

Plaintiff(s) residence (include city, township, or village)

City of Lake Orion, Oakland County, MI

Defendant(s) residence (include city, township, or village)

City of Baltimore, Maryland

Place where action arose or business conducted

City of Lake Orion, Oakland County, MI

7-1-16
DateD. J. P. L. A.
Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (5/15) SUMMONS AND COMPLAINT MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)

Received for Filing Oakland County Clerk 2016 JUL 01 PM 01:55

PROOF OF SERVICE**SUMMONS AND COMPLAINT**

Case No. 16-

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE**

OR

☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

- ☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,
together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

- ☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Date Signature: _____
Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____

Attachments

on _____

Day, date, time

on behalf of _____

Signature _____

Received for Filing Oakland County Clerk 2016 JUL 01 PM 01:55

Original - Court

STATE OF MICHIGAN
6TH JUDICIAL CIRCUIT
COUNTY OF OAKLAND

NOTICE OF ASSIGNMENT TO THE
BUSINESS COURT

CASE NO.
2016-153802-CB
JUDGE WENDY POTTS

Court address
1200 N Telegraph Rd Pontiac, MI 48341

Court telephone no.
248-858-0345

Plaintiff's name(s), address(es), and telephone number(s)
Converting Alternatives International, LLC
1180 Hemingway Road
Lake Orion, Michigan 48360

v

Defendant's name(s), address(es), and telephone number(s)
Vac Pac, Inc.
50 West Ostend Street
Balimore, Maryland 21230

Plaintiff's attorney, bar no., address, telephone no., and email address
David E. Plunkett (P66696)
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009; (248) 642-0333

Defendant's attorney, bar no., address, telephone no., and email address

The ☒ Plaintiff ☐ Defendant requests assignment of the above captioned matter to the Business Court. The case qualifies for the Business Court and the matter should be identified as Business Court eligible pursuant to MCL 600.8031, MCL 600.8035, and LAO 2013-xx as indicated below. (Check all that apply.)

The case is a qualifying business or commercial dispute as defined at MCL 600.8031(c): as

- ☒ All of the parties are business enterprises;
- ☐ One or more of the parties is a business enterprise and the other parties are its or their present or former owners, managers shareholders, members, directors, officers, agents, employees, suppliers, or competitors, and the claims arise out of those relationships;
- ☐ One of the parties is a nonprofit organization and the claims arise out of that party's organizational structure, governance, or finances;
- ☐ It involves the sale, merger, purchase, combination, dissolution, liquidation, structure, governance, or finances of a business enterprise.

The business or commercial dispute involves:

- ☐ Information technology, software, or website development, maintenance or hosting;
- ☐ The internal organization of business entities and the rights or obligations of shareholders, partners, members, owners, officers, directors, or managers;
- ☒ Contractual agreements or other business dealing, including licensing, trade secrets, intellectual property, antitrust issues, securities, non-compete agreements, non-solicitation agreements, and confidentiality agreements, if all available administrative remedies are completely exhausted, including, but not limited to alternative dispute resolution processes prescribed in the agreements;
- ☐ Commercial transactions, including commercial bank transactions;
- ☐ Business or commercial insurance policies; and/or
- ☐ Commercial real property.
- ☐ Other: (Please explain)

7-1-2016
Date

/s/ David E. Plunkett
Name

Attorney for: Plaintiff

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Original - Court

STATE OF MICHIGAN 6TH JUDICIAL CIRCUIT COUNTY OF OAKLAND	NOTICE OF ASSIGNMENT TO THE BUSINESS COURT	CASE NO. 2016-153802-CB JUDGE WENDY POTTS
Court address 1200 N Telegraph Rd Pontiac, MI 48341		Court telephone no. 248-858-0345

Plaintiff's name(s), address(es), and telephone number(s) Converting Alternatives International, LLC 1180 Hemingway Road Lake Orion, Michigan 48360	v	Defendant's name(s), address(es), and telephone number(s) Poseidon, LLC 465 S. Glaspie Street, Suite G Oxford, Michigan 48371
Plaintiff's attorney, bar no., address, telephone no., and email address David E. Plunkett (P66696) Williams, Williams, Rattner & Plunkett, P.C. 380 N. Old Woodward Avenue, Suite 300 Birmingham, Michigan 48009; (248) 642-0333		Defendant's attorney, bar no., address, telephone no., and email address

The ☒ Plaintiff ☐ Defendant requests assignment of the above captioned matter to the Business Court. The case qualifies for the Business Court and the matter should be identified as Business Court eligible pursuant to MCL 600.8031, MCL 600.8035, and LAO 2013-xx as indicated below. (Check all that apply.)

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- ☒ All of the parties are business enterprises;
- ☐ One or more of the parties is a business enterprise and the other parties are its or their present or former owners, managers shareholders, members, directors, officers, agents, employees, suppliers, or competitors, and the claims arise out of those relationships;
- ☐ One of the parties is a nonprofit organization and the claims arise out of that party's organizational structure, governance, or finances;
- ☐ It involves the sale, merger, purchase, combination, dissolution, liquidation, structure, governance, or finances of a business enterprise.

The business or commercial dispute involves:

- ☐ Information technology, software, or website development, maintenance or hosting;
- ☐ The internal organization of business entities and the rights or obligations of shareholders, partners, members, owners, officers, directors, or managers;
- ☒ Contractual agreements or other business dealing, including licensing, trade secrets, intellectual property, antitrust issues, securities, non-compete agreements, non-solicitation agreements, and confidentiality agreements, if all available administrative remedies are completely exhausted, including, but not limited to alternative dispute resolution processes prescribed in the agreements;
- ☐ Commercial transactions, including commercial bank transactions;
- ☐ Business or commercial insurance policies; and/or
- ☐ Commercial real property.
- ☐ Other: (Please explain)

7-1-2016
 Date

/s/ David E. Plunkett
 Name

Attorney for: Plaintiff

This case has been designated as an eFiling case. To review a copy of the Notice of Mandatory eFiling visit www.oakgov.com/clerkrod/Pages/efiling.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

CONVERTING ALTERNATIVES
INTERNATIONAL, L.L.C.,
a Michigan limited liability company,

2016-153802-CB
JUDGE WENDY POTTS

Plaintiff,

Case No. 16- -CK

v.

Hon.

VAC PAC, INC., a Maryland corporation,
and POSEIDON LLC, a Michigan
limited liability company,

Defendant.

David E. Plunkett (P66696)
Wayne Walker (P51290)
Williams, Williams, Rattner & Plunkett, P.C.
Attorneys for Plaintiff
380 N. Old Woodward, Suite 300
Birmingham, Michigan 48009
(248) 642-0333
dep@wwrplaw.com
wew@wwrplaw.com

There are no other pending or resolved civil actions
arising out of the transactions or occurrences alleged in the Complaint

/s/ David E. Plunkett

David E. Plunkett

COMPLAINT

Plaintiff Converting Alternatives International, L.L.C. ("CAI"), by its attorneys, states as follows for its Complaint against Defendants Vac Pac, Inc. and Poseidon LLC:

NOTICE TO PRESERVE RECORDS AND DOCUMENTS

You are hereby notified to preserve all records and documents in all forms and formats (digital, electronic, film, magnetic, optical, print, etc.) during the pendency of this action that are relevant or may lead to relevant information and to notify your employees, agents and contractors that they are required to take appropriate action to do so.

Nature of Action

1. This is an action for money damages to recover almost \$400,000 owed by Vac Pac to CAI for work performed pursuant to a contract under which CAI agreed to provide certain machinery and associated services to Vac Pac. Poseidon was a subcontractor to CAI on the project at issue. Although CAI contends that it fully performed under the contract at issue, CAI is asserting a claim in the alternative against Poseidon in the event the Court determines that CAI did not fully perform under its contract with Vac Pac as a result of work done by Poseidon on the project.

Parties

2. Plaintiff CAI is a Michigan limited liability company with its principal place of business located at 1180 Hemingway Road, Lake Orion, Michigan 48360.

3. Defendant Vac Pac is a Maryland corporation with its principal place of business located at 150 West Ostend Street, Baltimore, Maryland 21230.

4. Defendant Poseidon is a Michigan limited liability company with its principal place of business located at 465 S. Glaspie St., Suite G, Oxford, Michigan 48371.

Jurisdiction and Venue

5. This Court has personal jurisdiction over Vac Pac under MCL § 600.715 because Vac Pac transacted business in the State of Michigan by contracting with CAI, a Michigan entity,

and conducting business with CAI in connection with the transaction at issue in this case. Vac Pac not only purposefully contracted with a Michigan entity, it also repeatedly communicated with CAI in Michigan by email and telephone, it sent multiple payments totaling more than \$500,000 to Michigan, its representative visited Michigan on multiple occasions to inspect and approve the machine at issue and it made specific requests of both CAI and Poseidon to perform additional work in Michigan on the press. Poseidon and another Michigan subcontractor built, programmed and tested the press in Michigan.

6. This Court has personal jurisdiction over Defendant Poseidon because it is a Michigan limited liability company that carries on a continuous and systematic part of its general business within the state.

7. The amount in controversy is in excess of \$25,000.00 exclusive of interest, costs and attorneys' fees.

8. Venue is proper in this Court. CAI's causes of action arose in Oakland County. Poseidon has a place of business, conducts business and has a registered office in Oakland County.

General Allegations

The Parties' Businesses and Contracts

9. CAI is in the business of facilitating the design, fabrication, rehabilitation and relocation of industrial machinery, principally in the converting industry.

10. Vac Pac is in the business of producing packaging for the food industry, particularly "cook in" packaging such as roasting bags.

11. Poseidon is in the business of designing, fabricating and rehabilitating industrial machinery, principally in the converting industry.

12. On or about December 9, 2014, CAI delivered a Quotation to Vac Pac to design and build a machine to make cooking bags (the "Quote"). (Ex. A.)

13. The total cost quoted by CAI to Vac Pac was \$818,655. (*Id.*, p. 7.)

14. The terms of payment in the Quote were "30% upon receipt of order, 30% prior to shipment, 40% upon completion of start-up and customer acceptance." (*Id.*, p. 7.)

15. CAI also quoted Vac Pac additional installation supervision, start-up and training time on a time and material basis. (Ex. A, p. 7.)

16. Vac Pac accepted the Quotation from CAI by delivering the first 30% payment in the amount of \$245,596.50 to CAI in Michigan on or about January 2, 2015.

17. CAI subcontracted with Poseidon to design and build certain aspects of the press, including control panels, control software, motors, drives and gearboxes.

18. Poseidon delivered three quotes to CAI on or about September 1, 2014 that set forth work to be performed by Poseidon on the Vac Pac project. (Ex. B.)

19. The costs initially quoted by Poseidon to CAI in September 2014 for the portions of the press to be designed and built by Poseidon were \$133,750 (*id.*, p. 2), \$54,000 (*id.*, p. 4) and \$215,360 (*id.*, p. 7), for a total cost quoted by Poseidon to CAI of \$403,110.

Designing and Building the Press and Delivering It to Vac Pac

20. The structure of the press at issue was initially built in Romeo, Michigan at the facilities of another CAI subcontractor, Experienced Concepts, Inc.

21. After the structure of the press was built at Experienced Concepts in Romeo, the press was moved to Poseidon's facilities in Oxford, Michigan on or around February 28, 2015.

22. After the press was moved to Oxford, Poseidon added various software and hardware to the press, including control panels, control software, motors, drives and gearboxes on the press.

23. Near the completion of the build phase of the project, representatives from Vac Pac travelled to Michigan multiple times to inspect the press.

24. During their first trip to Michigan on or about March 17, 2015, Vac Pac's representatives inspected the press, viewed the press operating and requested that CAI and Poseidon make certain changes to the press and add a stacker to the press.

25. CAI and Poseidon made the changes requested by Vac Pac and added a stacker to the press.

26. Poseidon designed and built a stacker to add to the press at Vac Pac's request.

27. Poseidon invoiced CAI \$20,000 for the stacker.

28. CAI did not invoice Vac Pac for any portion of the \$20,000 invoiced by Poseidon.

29. Vac Pac representatives returned to Michigan on or about July 20, 2015 to re-inspect the press.

30. During Vac Pac's second visit to Michigan, CAI and Poseidon demonstrated that the press was capable of running at the quoted speed of 250 CPM (cycles per minute).

31. The Vac Pac representatives accepted the machine on Poseidon's floor and instructed CAI to ship the machine to Vac Pac's facilities in Maryland.

32. The parties all understood, particularly because this is a prototype machine, that additional adjustments and alterations would be necessary at Vac Pac's facility to get the machine running to the parties' satisfaction.

33. On or about July 30, 2015, Vac Pac sent the second 30% payment in the amount of \$245,596.50 to CAI in Michigan.

34. On or about September 10, 2015, the press was shipped from Michigan to Vac Pac's facilities in Maryland.

Installing the Press and Making Adjustments

35. Once the press was delivered to Vac Pac, CAI and Poseidon installed the press and began getting it ready for use.

36. Getting the press ready for use was a process that included making various adjustments and adding certain components to optimize the operation of the press.

37. At Vac Pac's request, CAI provided additional components for the press after it was installed at Vac Pac's facility.

38. The cost of the additional components provided by CAI to Vac Pac totaled \$89,651.

39. CAI has sent invoices to Vac Pac for the additional components installed on the press, but Vac Pac has failed and refused to pay CAI in full.

40. Initially, Vac Pac, CAI and Poseidon worked together to make adjustments, implement fixes and add components to optimize the operation of the press.

41. In or around January 2016, Vac Pac instructed CAI to stop work on the press and denied CAI access to the press.

42. In and around January and February 2016, CAI repeatedly requested access to the press to install replacement parts and perform other work, but Vac Pac refused.

43. In and around March and April 2016, CAI again repeatedly requested that Vac Pac allow CAI and its subcontractors to access and work on the press to make certain adjustments, changes and additions to the press to enable it to run more effectively.

44. Vac Pac failed and refused to provide CAI with access to the press.

45. In and around March and April 2016, CAI repeatedly informed Vac Pac that CAI had certain parts manufactured for the machine.

46. Vac Pac failed and refused to provide CAI with access to the press to install the parts that CAI had ready to install.

47. In and around March and April 2016, CAI repeatedly requested that Vac Pac provide engineering approval to allow CAI to release certain part to manufacturing.

48. Vac Pac failed and refused to provide engineering approval that would have allowed CAI to release certain parts to manufacturing.

49. CAI fully complied with its obligations to Vac Pac by causing the press to be designed and built in Michigan and installed at Vac Pac's facility per the terms of CAI's Quote.

50. CAI has repeatedly attempted to work with Vac Pac to make adjustments, additions and repairs to the press, as is typical with a prototype machine, to improve the performance of the machine.

51. Vac Pac repeatedly refused to provide engineering approval for certain parts and refused to allow personnel from CAI and its subcontractors to have access to the press to make necessary adjustments, additions and repairs.

52. The total amount of work contracted for between CAI and Vac Pac under CAI's original Quote, under additional quotes accepted by Vac Pac and pursuant to Vac Pac's additional requests was \$908,306.

53. Vac Pac has paid CAI a total of \$530,186 in connection with the project. (Ex. C, paid invoices.)

54. All of the payments by Vac Pac to CAI were sent to CAI in Michigan.

55. Vac Pac has failed and refused to pay CAI a total of \$378,120 under the parties' agreements. (Ex. D, open invoices.)

56. Vac Pac also has not paid CAI for the \$20,000 in value it received by CAI causing a stacker to be installed on the press.

57. The value of the work and materials provided by CAI to Vac Pac for which CAI has not been paid by Vac Pac is \$398,048.

Count I – Breach of Contract (Against Vac Pac)

58. Plaintiff incorporates Paragraphs 1 through 57 as though fully stated here.

59. CAI and Vac Pac entered in a contract when Vac Pac delivered the initial payment to CAI pursuant to the December 9, 2014 Quote.

60. CAI and Vac Pac also agreed that CAI would provide certain additional components for the press after it was installed at Vac Pac's facility, and that Vac Pac would pay CAI for those components.

61. Vac Pac has breached its obligations under the Quote and the subsequent agreements by failing to pay CAI in full for the products and services delivered to Vac Pac.

62. CAI has fully performed all of its obligations under the Quote and the subsequent agreements

63. As a direct and proximate result of Vac Pac's breaches of its obligations under the Quote and the subsequent agreements, CAI has suffered and continues to suffer damages.

WHEREFORE, Plaintiff Converting Alternatives International, L.L.C. respectfully requests that the Court enter a Judgment against Defendant Vac Pac, Inc. in the amount of at least \$378,120, plus interest, attorney fees and costs.

Count II – Quantum Meruit (Against Vac Pac)

64. Plaintiff incorporates Paragraphs 1 through 63 as though fully stated here.

65. If the Court finds that no valid contract existed between CAI and Vac Pac, Vac Pac nonetheless received the benefit of receiving goods and services from CAI.

66. The reasonable value of the good and services provide by CAI to Vac Pac is \$930,284.

67. CAI is entitled to be compensated for the fair value of goods and services provided to and accepted by Vac Pac.

68. Vac Pac has failed and refused to pay CAI for goods and services that have a reasonable value of \$398,120.

WHEREFORE, Plaintiff Converting Alternatives International, L.L.C. respectfully requests that the Court enter a Judgment against Defendant Vac Pac, Inc. in the amount of at least \$398,120, plus interest, attorney fees and costs.

Count III – Unjust Enrichment (Against Vac Pac)

69. Plaintiff incorporates Paragraphs 1 through 68 as though fully stated here.

70. If the Court finds that no valid contract existed between CAI and Vac Pac, Vac Pac nonetheless received the benefit of receiving goods and services from CAI.

71. Vac Pac has not paid CAI in full for the value of the goods and services provided by CAI to Vac Pac.

72. It would be inequitable to allow Vac Pac to retain all of the benefits of the goods and services provided by CAI without fully compensating CAI.

73. To avoid unjust enrichment, CAI should be awarded damages in the amount of at least \$398,120.

WHEREFORE, Plaintiff Converting Alternatives International, L.L.C. respectfully requests that the Court enter a Judgment against Defendant Vac Pac, Inc. in the amount of at least \$398,120, plus interest, attorney fees and costs.

Count IV – Breach of Contract (Against Poseidon)

74. Plaintiff incorporates Paragraphs 1 through 73 as though fully stated here.

75. CAI and Poseidon agreed that Poseidon would perform the work on the Vac Pac project that is set forth on three quotes sent by Poseidon to CAI on or about September 1, 2014.

76. CAI and Poseidon subsequently agreed that Poseidon would perform additional work requested by Vac Pac on the project.

77. CAI contends that it fully performed under its agreements with Vac Pac and that Vac Pac has breached the agreements.

78. Vac Pac has claimed that CAI did not fully perform under its agreements with Vac Pac because it claims the following components of the press were not properly designed, built and/or installed: motors, drives, gearbox, dryers and the unwind system.

79. Poseidon's responsibilities on the Vac Pac project included the design, build and installation of the motors, drives, gearbox, dryers and the unwind system.

80. In the event the Court determines that CAI did not fully perform under its agreements with Vac Pac as a result of work done by Poseidon on the project, then Poseidon breached its agreements with CAI.

81. In the event that Poseidon has breached its agreements with CAI and thereby caused CAI to breach its agreements with Vac Pac, then as a direct and proximate result of Poseidon's breaches, CAI will have suffered and will continue to suffer damages.

WHEREFORE, Plaintiff Converting Alternatives International, L.L.C. respectfully requests that the Court enter a Judgment against Poseidon LLC in an amount to be determined at trial, plus interest, attorney fees and costs.

Respectfully submitted,

WILLIAMS, WILLIAMS, RATTNER & PLUNKETT, P.C.

/s/ David E. Plunkett

David E. Plunkett (P66696)

Wayne Walker (P51290)

Attorneys for Plaintiff

380 N. Old Woodward, Suite 300

Birmingham, Michigan 48009

(248) 642-0333

dep@wwrplaw.com

wew@wwrplaw.com

Dated: July 1, 2016

EXHIBIT A

EXHIBIT A



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Quotation

Quote #1658

Date: December 9, 2014

Matt Tary
Vacpac

Dear Matt,

In response to your request, we are pleased to offer the following quotation:

Wolverine rebuild

The following is the Sellers understanding of the requirements:

Item #1:

Provide new controls hardware and software design, check, AutoCAD documentation files and 11x17 drawings for a print cylinder servo upgrade on your Wolverine Printer Upgrade for VacPac in Baltimore, MD as follows:

- Rebuild (3) Stack Flexo decks, replace hydraulics, upgrade to electric VFD Sunday drives
- Repair or replace worn mechanical mechanisms as required to return to OEM spec
- Provide new brake control system for Roll Stand for accurate tension control
- Provide new control panel re-using existing field controls and adding (3) Print Deck servos, Printer nip roll servo and Printer Out feed servo drives
- Provide new mechanical motor mounting and coupling for (5) servo motors/gearboxes to replace existing motor on Flexo Printer
- Reconfigure Stack units and web path adding Idle rolls for back side printing on Deck 1, front side printing on Decks 2 & 3
- Provide new sensors and programming for print to print registration

Item #2:

Provide all new Main control panel and Operator HMI console assembled, wired and tested plus motors and cables as follows:

- Nema 12 main control enclosure painted with industrial enamel to customer color specification
- 480VAC fused disconnect, control transformer, power supply, panel cooling fans
- Servo motion controller/PLC with I/O, Cat 3 Safety Relay
- Relays, starters, circuit protection, terminals, duct, wire, tags, mounting hardware
- (1) Servo Drive system for Printer nip roll
- (3) Servo Drive systems for Flexo print decks
- (1) Servo Drive system for Out feed nip of Printer
- (3) VFD, Vector duty motor for Anilox Sunday Drives
- (1) HMI 10" color touch screen to enter/display:

- System start/stop and speed control functions
- Print length, phase adjustment
- Registration control
- System diagnostics and operator prompting
- Drive system status such as speed, torque, temp, etc.
- All field devices not listed to be replaced will be reused

Item #3:

Provide installation, start-up assistance and training at customer's plant:

- Complete electrical and mechanical installation of equipment listed above (plant to provide 1 main power drop)
- Existing wire, wire-way, conduit will be reused as is
- Provide installation labor
- 1 Engineer for installation supervision
- 7 days total of 1 Controls Engineer to assist in start-up and training
- Includes travel expenses

Item #4:

Important proposal notes:

- Plant to provide Dryer system installation and any duct work, gas, hydraulic, air drops that may be required
- Plant to receive, locate and provide power drop to main control panel
- Plant to provide use of Hilo, machine shop equipment or other required power tools
- Plant to provide permits, rigging and heavy equipment as required
- No design, build, installation or labor that may be required is included other than what is listed
- No rigging or trucking/shipping/freight charges are included
- No heavy tool/equipment (hilo, scissor lift, crane, etc.) rental that may be required is included
- No new field devices that may be required are included other than what is listed
- Any further work that is requested or required other than what is listed can be quoted additionally or will be billed on a Time and Material basis
- Any delays encountered that are of no fault of Converting Alternatives and its employees will be charged additionally at our T&M rates

Dryer upgrade**1.0 OVERVIEW**

This proposal covers the drying equipment required for the stack presses at the VacPac facility in MD. This includes the addition of ETTER Web Scrubber Nozzles (Either BC, OH, or both), packaged NFPA heaters, supply and exhaust fans, and UL Approved controls. The desired line speed, with the existing and future processes, will determine how much drying they need.

2.0 EQUIPMENT**2.1 Between Color Web Scrubber Nozzles**

Quantity Two (2) nozzles per print station (total 8), to include:

- Fully welded steel construction
- Twin Vortex slot nozzle design
- 100 CFM per linear foot

- Integral exhaust hood
- Side and/or back connection, as required
- Mounting tabs
- Sized for 24" or 36" web width, machine dependent

2.2 Overhead Dryer Web Scrubber Nozzles

Quantity Five (5) nozzles, to include:

- Fully welded steel construction
- Twin Vortex slot nozzle design
- 100 CFM per linear foot
- Common exhaust hood, with mounting tabs
- Single supply and single exhaust connection
- Sized for 24" or 36" web width, machine dependent

2.3 Packaged NFPA Gas Fired Heater

Quantity One (1) heater per press, to include:

- Insulated heater box, steel construction
- 2" Mineral wool insulation
- Packaged gas burner
- Main gas train, with full NFPA compliance
- Modulating control valve for 20:1 turndown ration of the burner
- Sized for 200F max, at 40F outside air inlet temp
- Factory assembled and tested
- Sized per chart below, based on press and selected drying

BURNER BTU RATINGS:

Press Width: BTU For O/H Only BTU For BC Only BTU For Both

24" 200,000 300,000 500,000

36" 300,000 450,000 700,000

2.4 Control Panel

Quantity One (1) Control Panel, per press, to include:

- NEMA 12 Wall mount Enclosure
- Motor starters for Combustion, supply, and exhaust fans
- Door locking disconnect, with single point power feed
- FM Approved Flame Safety relay
- Temperature controller with 4-20 ma output to control valve
- FM approved high limit controller
- All necessary operator lights and switches
- First outage annunciation for all field limits
- UL Labeled per UL-508

2.5 Supply Fan

Quantity One (1) Supply Fans, per Press, to include:

- Airflow per table below
- 7" Static Pressure
- Hp as required for flow
- 300F rated

- Includes belt guards as required
- Inlet and outlet flanges

SUPPLY FAN ACFM RATINGS:

Press Width: ACFM For O/H Only ACFM For BC Only ACFM For Both

24" 1,000 1,600 2,600

36" 1,500 2,400 3,900

2.6 Exhaust Fan

Quantity One (1) Exhaust Fans, per Press, to include:

- Airflow per table below
- 3.5" Static Pressure
- Hp as required for flow
- 250F rated
- Includes belt guards as required
- Inlet and outlet flanges

EXHAUST FAN ACFM RATINGS:

Press Width: ACFM For O/H Only ACFM For BC Only ACFM For Both

24" 1,100 1,750 2,900

36" 1,650 2,650 4,300

2.7 Miscellaneous Equipment

Equipment to be supplied, for Field installation, to include:

- Supply and Exhaust air pressure switches
- Control and High limit thermocouple

3.0 PROVISIONS

3.1 Provisions by Etter Engineering

- Provide all selected equipment as described in Section 2 above
- Provide piping, ductwork, and electrical schematics
- Provide operator instructions manuals
- Provide one day of startup assistance and operator training per press

3.2 Provisions by Customer and/or Others

- Install all equipment proposed in Section 2, including labor, electrical, plumbing, etc.
- Provide all necessary utilities to properly operate the equipment
- Provide all necessary ancillary equipment not covered in this proposal, including ductwork, equipment supports, permits, etc.

4.0 CONDITIONS OF SALE

• Price, Per Press:

- PRICE INCLUDES DRYERS, HEATER, FANS and CONTROLS:

Press Width: Price For O/H Only Price For BC Only Price For Both BC & OH

24" OH \$45,520.00 BC \$40,890.00 Both \$50,404.00

36" OH \$50,760.00 BC \$44,985.00 Both \$60,230.00

- Quoted FOB Bristol, CT. Freight is prepaid and billed
- Approval Drawings: Provided in 1 to 2 weeks from order

Sealing and cut off station

1. SCOPE OF WORK

16 inch bag sealing, cut off, and delivery system

System will include the following components:

- Machine base
- In-feed nip station
- Cross seal station (including slip ring)
- Upper and lower sealing cylinders
- Control feed station
- Die cutting station
- Upper and lower die cutting cylinders
- Adjustable out-feed nip station 10.0"- 26.0"
- Motor mounts

Controls:

Item #1:

Provide new controls hardware design, check, AutoCAD documentation files and 11x17 drawings for your Rotary Cutter, Sealer and Delivery System for VacPac configured with the following machinery:

- Sealer Infeed Nip unit with load cell tension control
- Heated Sealer roll with Lift and Heat Shield
- Cutter Infeed Nip unit
- Rotary Knife Cylinder (Cutter) with Anvil roll
- Delivery Nip Roll and Shingle table

Item #2:

Provide all new control panel and PB enclosures assembled, wired and tested plus motors and cables as follows:

- Nema 12 enclosure painted to customer specification
- 480VAC fused disconnect, control transformer, power supply, panel cooling fans
- Motion controller/PLC with Remote I/O
- Relays, starters, fuses, terminals, duct, wire, tags, mounting hardware
- (1) Servo Drive system for Sealer Infeed to include:
 - (1) Servo motor with high resolution absolute encoder
 - (1) Servo drive
 - (1) Dover load cell amplifier and cables
 - (2) 15M cables from motor/encoder to control panel
- (1) Servo Drive system for Sealer to include:
 - (2) Servo motor with high resolution absolute encoders
 - (2) Servo drive
 - (1) Controls for Heat Bar (slip ring provided by machine builder)
 - (1) Registration Sensor and cable
 - (4) 15M cables from motor/encoder to control panel
- (1) Servo Drive system for Cutter Infeed to include:
 - (1) Servo motor with high resolution absolute encoder
 - (1) Servo drive
 - (2) 15M cables from motor/encoder to control panel

- (1) Servo Drive system for Cutter to include:
 - (2) Servo motor with high resolution absolute encoders
 - (2) Servo drive
 - (1) Master encoder and 25M cable
 - (1) Registration Sensor and cable
 - (4) 15M cables from motor/encoder to control panel
- (1) Variable Frequency Drive system for Delivery Nip Roll to include:
 - (1) 5hp Marathon Black Max motor with encoder
 - (1) Vector drive
 - (2) 15M cables from motor/encoder to control panel
- (1) Variable Frequency Drive systems for Delivery Shingle Table to include:
 - (1) Inverter duty Marathon motor
 - (1) Vector drive
- (1) Pneumatic controls:
 - (1) Air prep with lockable shut off
 - (1) Valve and piping for Infeed Nips
 - (1) Valve and piping for Sealer Lift
 - (1) Valve and piping for Heat Shield
 - (2) Regulators and piping for conveyor belt tensioning
- (1) Electric controls:
 - (2) Prox switches for Lift and Shield Returned positions
 - (2) Locking Guard switches
- (1) Operator PB box (gear side) with E-Stop, Line Stop, Line Jog PBs
- (1) Operator PB box with E-stop, Line Stop, Line Jog, and 10" color touch screen to enter/display:
 - System start/stop functions
 - Feed-up, phase, and speed adjustments
 - Recipe storage for different product configurations
 - Tension control for Infeed axis
 - Registration control for Sealer/Cutter axes
 - System diagnostics and operator prompting
 - Drive system status such as speed, torque, temp, etc.
- (1) Operator PB box for Delivery conveyor with E-Stop, Line Stop, Conveyor Advance PBs

Item #3:

Provide Installation, start-up and training:

- (7) days total of Start-up and Training at VacPac
- Includes materials, labor, travel time and expenses
- Any time required at VacPac beyond the 7 days included in this quote will be charged additionally at our T&M rates

Item #4:

Important proposal notes:

- No installation labor or supervision is provided at customer plant

Bag forming station

1. SCOPE OF WORK

Item #1:

Provide new Cooking Bag Former System including mechanical design, controls hardware and software design, check, AutoCAD documentation files and 11x17 drawings for VacPac in Baltimore, MD as follows:

- Provide new Bag Forming Unit to go between existing Printer and new Cutter/Sealer system at a 32" pass line height
- Provide Air Turn-bar type system including controls to avoid rubbing adhesive off of inside of bag during the forming process
- Provide all required adjustable or individual tooling for the different bag sizes received by customer

Item #2:

Provide installation, start-up assistance and training at customer's plant:

- Complete electrical and mechanical installation of equipment listed above
- Existing wire, wire-way, conduit will be reused as is
- Provide installation labor
- 1 Engineer for installation supervision, start-up and training
- Includes travel expenses

Item #4:

Important proposal notes:

- Customer to provide required rolls of material for testing
- Plant to provide use of Hilo, machine shop equipment or other required power tools
- Plant to provide permits, rigging and heavy equipment as required
- No design, build, installation or labor that may be required is included other than what is listed
- No rigging or trucking/shipping/freight charges are included
- No heavy tool/equipment (hilo, scissor lift, crane, etc.) rental that may be required is included
- No new field devices that may be required are included other than what is listed
- Any further work that is requested or required other than what is listed can be quoted additionally or will be billed on a Time and Material basis
- Any delays encountered that are of no fault of Converting Alternatives and its employees will be charged additionally at our T&M rates
- All equipment shipped F.O.B.
- Price does not include installation of dryer upgrade or sealing cut off station.
- Target speed 300 CPM using 18 inch product 250 CPM minimum
- Price is based on 36" between deck dryers selected

Cost \$818,655.00

Item #5:

Any additional installation supervision, start-up or training required on a Time & Material basis.

Straight time (Mon thru Fri up to 8 hours)	\$125.00 per hour
Overtime (After 8 hours Mon thru Fri and all of Sat)	\$160.00 per hour
Double-time (Sundays and Holidays)	\$205.00 per hour

Travel time will be billed at \$ 80.00 per hour.

Mileage will be billed at \$.50 per mile.

Airfare, parking and any other expenses will be billed at cost.

2. DELIVERY

12 - 16 weeks after receipt of order and 30% payment. FOB origin

3. TERMS

30% upon receipt of order, 30% prior to shipment, 40% upon completion of start-up and customer acceptance. All prices in U.S. dollars. Prices good for 30 days.

We appreciate the opportunity to quote on your specific requirement and look forward to working with you and your company. If you have any questions concerning this, or any other matter please feel free to contact me at your convenience.

Sincerely,

Thomas Williams
Converting Alternatives International
Phone 248-705-3300

EXHIBIT B

RECEIVED FOR THE COUNTY CLERK JUL 11 AM 11:33

EXHIBIT B



465 S. Glaspie St. Ste G, Oxford, MI 48371

Converting Alternatives Int.
1180 Hemingway Rd.
Lake Orion, MI 48360

Presented to: Mr. Tom Williams
Subject: Rotary Cutter, Sealer and Delivery System for VacPac

Quote# 1593-14
September 1, 2014

Dear Tom,
In response to your request, we are pleased to offer the following quotation for your consideration:

1. SCOPE OF WORK

Item #1:

Provide new controls hardware design, check, AutoCAD documentation files and 11x17 drawings for your Rotary Cutter, Sealer and Delivery System for VacPac configured with the following machinery:

- Sealer Infeed Nip unit with load cell tension control
- Heated Sealer roll with Lift and Heat Shield
- Cutter Infeed Nip unit
- Rotary Knife Cylinder (Cutter) with Anvil roll
- Delivery Nip Roll and Shingle table

Item #2:

Provide all new control panel and PB enclosures assembled, wired and tested plus motors and cables as follows:

- Nema 12 enclosure painted to customer specification
- 480VAC fused disconnect, control transformer, power supply, panel cooling fans
- Motion controller/PLC with Remote I/O
- Relays, starters, fuses, terminals, duct, wire, tags, mounting hardware
- (1) Servo Drive system for Sealer Infeed to include:
 - (1) Servo motor with high resolution absolute encoder
 - (1) Servo drive
 - (1) Dover load cell amplifier and cables
 - (2) 15M cables from motor/encoder to control panel
- (1) Servo Drive system for Sealer to include:
 - (2) Servo motor with high resolution absolute encoders
 - (2) Servo drive
 - (1) Controls for Heat Bar (slip ring provided by machine builder)
 - (1) Registration Sensor and cable
 - (4) 15M cables from motor/encoder to control panel
- (1) Servo Drive system for Cutter Infeed to include:
 - (1) Servo motor with high resolution absolute encoder
 - (1) Servo drive
 - (2) 15M cables from motor/encoder to control panel
- (1) Servo Drive system for Cutter to include:
 - (2) Servo motor with high resolution absolute encoders
 - (2) Servo drive
 - (1) Master encoder and 25M cable
 - (1) Registration Sensor and cable
 - (4) 15M cables from motor/encoder to control panel

- (1) Variable Frequency Drive system for Delivery Nip Roll to include:
 - (1) 5hp Marathon Black Max motor with encoder
 - (1) Vector drive
 - (2) 15M cables from motor/encoder to control panel
- (1) Variable Frequency Drive systems for Delivery Shingle Table to include:
 - (1) Inverter duty Marathon motor
 - (1) Vector drive
- (1) Pneumatic controls:
 - (1) Air prep with lockable shut off
 - (1) Valve and piping for Infeed Nips
 - (1) Valve and piping for Sealer Lift
 - (1) Valve and piping for Heat Shield
 - (2) Regulators and piping for conveyor belt tensioning
- (1) Electric controls:
 - (2) Prox switches for Lift and Shield Returned positions
 - (2) Locking Guard switches
- (1) Operator PB box (gear side) with E-Stop, Line Stop, Line Jog PBs
- (1) Operator PB box with E-stop, Line Stop, Line Jog, and 10" color touchscreen to enter/display:
 - System start/stop functions
 - Feed-up, phase, and speed adjustments
 - Recipe storage for different product configurations
 - Tension control for Infeed axis
 - Registration control for Sealer/Cutter axes
 - System diagnostics and operator prompting
 - Drive system status such as speed, torque, temp, etc.
- (1) Operator PB box for Delivery conveyor with E-Stop, Line Stop, Conveyor Advance PBs

Item #3:

Provide Installation, start-up and training:

- Complete electrical and pneumatic installation and start-up at build site
- (7) days total of Start-up and Training at VacPac
- Includes materials, labor, travel time and expenses
- Any time required at VacPac beyond the 7 days included in this quote will be charged additionally at our T&M rates

Item #4:

Important proposal notes:

- No mechanical design, build or labor that may be required is included
- Gearboxes, controls device mounting brackets supplied by machine builder
- No installation labor or supervision is provided at customer plant

Total cost \$133,750.00

Item #5:

Any additional installation supervision, start-up or training required on a Time & Material basis.

Straight time (Mon thru Fri up to 8 hours)	\$125.00 per hour
Overtime (After 8 hours Mon thru Fri and all of Sat)	\$160.00 per hour
Double-time (Sundays and Holidays)	\$205.00 per hour

Travel time will be billed at \$ 80.00 per hour.

Mileage will be billed at \$.50 per mile.

Airfare, parking and any other expenses will be billed at cost.

2. DELIVERY

12 weeks after receipt of order and 50% payment. FOB origin (shipping charges will be prepaid and added to the final 10% invoice amount)

3. TERMS

50% upon receipt of order, 40% prior to shipment, 10% upon completion of start-up and customer acceptance. All prices in U.S. dollars. Price is good for 30 days.

Amounts over thirty (30) days past due will be subject to an interest charge of one and one half percent (1-1/2%) per month.

Payments that are not received on time may result in delayed shipment.

4. CANCELLATION

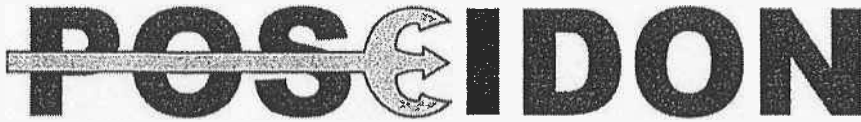
Buyer may cancel his order only upon written notice and upon payment of reasonable and proper cancellation charges which include all expenses incurred by Seller.

We appreciate the opportunity to quote on your specific requirement and look forward to working with you and your company. If you have any questions concerning this, or any other matter please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl W. Semble". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Carl W. Semble,
Poseidon, LLC



Design, Management and Consulting

465 S. Glaspie St. Ste G, Oxford, MI 48371

Converting Alternatives Int.

1180 Hemingway Rd.

Lake Orion, MI 48360

Presented to: Mr. Tom Williams

Subject: Bag Former for VacPac in Baltimore, MD

Quote# 1592-14

September 1, 2014

Dear Tom,

In response to your request, we are pleased to offer the following quotation for your consideration:

1. SCOPE OF WORK

The following is the Sellers understanding of the requirements:

Item #1:

Provide new Cooking Bag Former System including mechanical design, controls hardware and software design, check, AutoCAD documentation files and 11x17 drawings for VacPac in Baltimore, MD as follows:

- Provide new Bag Forming Unit to go between existing Printer and new Cutter/Sealer system at a 32" pass line height
- Provide Air Turn-bar type system including controls to avoid rubbing adhesive off of inside of bag during the forming process
- Provide all required adjustable or individual tooling for the different bag sizes received by customer

Item #2:

Provide installation, start-up assistance and training at customer's plant:

- Complete electrical and mechanical installation of equipment listed above
- Existing wire, wire-way, conduit will be reused as is
- Provide installation labor
- 1 Engineer for installation supervision, start-up and training
- Includes travel expenses

Item #4:

Important proposal notes:

- Customer to provide required rolls of material for testing
- Plant to provide use of Hilo, machine shop equipment or other required power tools
- Plant to provide permits, rigging and heavy equipment as required
- No design, build, installation or labor that may be required is included other than what is listed
- No rigging or trucking/shipping/freight charges are included
- No heavy tool/equipment (hilo, scissor lift, crane, etc.) rental that may be required is included
- No new field devices that may be required are included other than what is listed
- Any further work that is requested or required other than what is listed can be quoted additionally or will be billed on a Time and Material basis
- Any delays encountered that are of no fault of Converting Alternatives and its employees will be charged additionally at our T&M rates

Cost \$54,560.00

2. DELIVERY

12 - 16 weeks after receipt of order and 50% payment. FOB origin

3. TERMS

50% upon receipt of order, 40% prior to shipment, 10% upon completion of start-up and customer acceptance. All prices in U.S. dollars. Prices good for 30 days.

Amounts over thirty (30) days past due will be subject to an interest charge of one and one half percent (1-1/2%) per month.

Payments that are not received on time may result in delayed shipment.

4. CANCELLATION

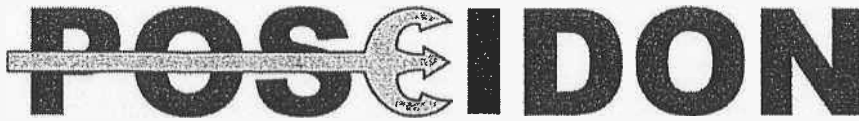
Buyer may cancel his order only upon written notice and upon payment of reasonable and proper cancellation charges which include all expenses incurred by Seller.

We appreciate the opportunity to quote on your specific requirement and look forward to working with you and your company. If you have any questions concerning this, or any other matter please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl W. Semble". The signature is fluid and cursive, with a long horizontal stroke at the end.

Carl W. Semble,
Poseidon, LLC



Design, Management and Consulting

465 S. Glaspie St. Ste G, Oxford, MI 48371

Converting Alternatives Int.

1180 Hemingway Rd.

Lake Orion, MI 48360

Presented to: Mr. Tom Williams

Subject: Wolverine Printer Upgrade for VacPac in Baltimore, MD

Quote# 1591-14

September 1, 2014

Dear Tom,

In response to your request, we are pleased to offer the following quotation for your consideration:

1. SCOPE OF WORK

The following is the Sellers understanding of the requirements:

Item #1:

Provide new controls hardware and software design, check, AutoCAD documentation files and 11x17 drawings for a print cylinder servo upgrade on your Wolverine Wolverine Printer Upgrade for VacPac in Baltimore, MD as follows:

- Rebuild (3) Stack Flexo decks, replace hydraulics, upgrade to electric VFD Sunday drives
- Repair or replace worn mechanical mechanisms as required to return to OEM spec
- Provide new brake control system for Roll Stand for accurate tension control
- Provide new control panel re-using existing field controls and adding (3) Print Deck servos, Printer nip roll servo and Printer Outfeed servo drives
- Provide new mechanical motor mounting and coupling for (5) servo motors/gearboxes to replace existing motor on Flexo Printer
- Reconfigure Stack units and web path adding Idle rolls for back side printing on Deck 1, front side printing on Decks 2 & 3
- Provide new sensors and programming for print to print registration

Item #2:

Provide all new Main control panel and Operator HMI console assembled, wired and tested plus motors and cables as follows:

- Nema 12 main control enclosure painted with industrial enamel to customer color specification
- 480VAC fused disconnect, control transformer, power supply, panel cooling fans
- Servo motion controller/PLC with I/O, Cat 3 Safety Relay
- Relays, starters, circuit protection, terminals, duct, wire, tags, mounting hardware
- (1) Servo Drive system for Printer nip roll
- (3) Servo Drive systems for Flexo print decks
- (1) Servo Drive system for Outfeed nip of Printer
- (3) VFD, Vector duty motor for Anilox Sunday Drives
- (1) HMI 10" color touchscreen to enter/display:
 - System start/stop and speed control functions
 - Print length, phase adjustment
 - Registration control
 - System diagnostics and operator prompting
 - Drive system status such as speed, torque, temp, etc.
- Reuse existing Cutter drives and control components from existing panel
- All field devices not listed to be replaced will be reused

Item #3:

Provide installation, start-up assistance and training at customer's plant:

- Complete electrical and mechanical installation of equipment listed above (plant to provide 1 main power drop)
- Existing wire, wire-way, conduit will be reused as is
- Provide installation labor
- 1 Engineer for installation supervision
- 7 days total of 1 Controls Engineer to assist in start-up and training
- Includes travel expenses

Item #4:

Important proposal notes:

- Plant to provide Dryer system installation and any duct work, gas, hydraulic, air drops that may be required
- Plant to receive, locate and provide power drop to main control panel
- Plant to provide use of Hilo, machine shop equipment or other required power tools
- Plant to provide permits, rigging and heavy equipment as required
- No design, build, installation or labor that may be required is included other than what is listed
- No rigging or trucking/shipping/freight charges are included
- No heavy tool/equipment (hilo, scissor lift, crane, etc.) rental that may be required is included
- No new field devices that may be required are included other than what is listed
- Any further work that is requested or required other than what is listed can be quoted additionally or will be billed on a Time and Material basis
- Any delays encountered that are of no fault of Converting Alternatives and its employees will be charged additionally at our T&M rates

Cost \$215,360.00

2. DELIVERY

12 - 16 weeks after receipt of order and 50% payment. FOB origin

3. TERMS

50% upon receipt of order, 40% prior to shipment, 10% upon completion of start-up and customer acceptance. All prices in U.S. dollars. Prices good for 30 days.

Amounts over thirty (30) days past due will be subject to an interest charge of one and one half percent (1-1/2%) per month.

Payments that are not received on time may result in delayed shipment.

4. CANCELLATION

Buyer may cancel his order only upon written notice and upon payment of reasonable and proper cancellation charges which include all expenses incurred by Seller.

We appreciate the opportunity to quote on your specific requirement and look forward to working with you and your company. If you have any questions concerning this, or any other matter please feel free to contact me at your convenience.

Sincerely,



Carl W. Semble,
Poseidon, LLC

EXHIBIT C

RECEIVED FOR THE COUNTY CLERK JUL 11 2016

EXHIBIT C



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2096
Date: March 16, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	30-30-40

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	36 inch web guide Per quote #1695 Terms: 30% with order \$4,236.00 30% prior to shipment \$4,236.00 <u>40% upon customer acceptance \$5,648.00</u> Total \$14,120.00 30% due with order	\$14,120.00	\$4,236.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$4,236.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cal@comcast.net

Thank you for your business

1180 Hemingway Rd. Lake Orion, MI 48360



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2189
Date: July 28, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	30-30-40

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	16 inch bag forming equipment with flexo printer upgrade including dryers Per quote #1658 Terms: 30% with order \$245,596.50 30% prior to shipment \$245,596.50 <u>40% upon customer acceptance \$327,462.00</u> Total \$818,655.00 30% due prior to shipment	\$818,655.00	\$245,596.50
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$245,596.50

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.ca1@comcast.net

Thank you for your business

1180 Hemingway Rd. Lake Orion, MI 48360



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2190
Date: July 28, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	30-30-40

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	36 inch web guide Per quote #1695 Terms: 30% with order \$4,236.00 30% prior to shipment \$4,236.00 <u>40% upon customer acceptance \$5,648.00</u> Total \$14,120.00 30% due prior to shipment	\$14,120.00	\$4,236.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$4,236.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this Invoice, contact Thomas Williams 248-705-3300 williams.cal@comcast.net

Thank you for your business

1180 Hemingway Rd. Lake Orion, MI 48360



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2234
Date: September 10, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Gas dryer for Mylar #2 2 station dryer per quote 1798 Terms 50% with order \$18,145.00 40% prior to shipment \$14,516.00 <u>10% upon acceptance \$3,629.00</u> Total \$36,290.00	\$36,290.00	\$18,145.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$18,145.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cal@comcast.net

Thank you for your business

1180 Hemingway Rd. Lake Orion, MI 48360



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2240
Date: September 17, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-6220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Dry Ice blasting Mylar #1	\$1,500.00	\$1,500.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$1,500.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cal@comcast.net

Thank you for your business



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2307
Date: January 4, 2016

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford Mi	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Gas dryer for Mylar #2	\$36,290.00	\$14,516.00
	2 station dryer per quote 1798	Credit for nozzles	\$3,640.00
	Terms 50% with order	\$18,145.00	
	40% prior to shipment	\$14,516.00	
	<u>10% upon acceptance</u>	<u>\$3,629.00</u>	
	Total -	\$36,290.00	
	40% prior to ship invoice		
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$10,876.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cai@comcast.net

Thank you for your business

1180 Hemingway Rd. Lake Orion, MI 48360

RECEIVED FOR T. WILLIAMS COUNTY CLERK JAN 20 2016

EXHIBIT D

RECEIVED FOR THE COUNTY OF SAN DIEGO OCT 24 2016 10:01:00

EXHIBIT D



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2405

Date: April 15, 2016

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	30-30-40

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	16 inch bag forming equipment with flexo printer upgrade including dryers Per quote #1658 Terms: 30% with order \$245,596.50 30% prior to shipment \$245,596.50 <u>40% upon customer acceptance \$327,462.00</u> Total \$818,655.00 40% due final	\$818,655.00	\$327,462.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$327,462.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cai@comcast.net

Thank you for your business

Invoice

1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice #2228
Date: September

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Optical alignment	\$13,700.00	\$13,700.00
1	Wire way	\$1,635.00	\$1,635.00
1	Dryer mechanical mounting above printer	\$7,100.00	\$7,100.00
1	Dryer installation including between deck dryers	\$6,800.00	\$6,800.00
1	32 inch static eliminator	\$3,280.00	\$3,280.00
2	16 inch static eliminators	\$1,250.00	\$2,500.00

SUBTOTAL	
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	\$35,015.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cal@comcast.net

Thank you for your business



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2233

Date: September 10, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw	12045	M Tary		Oxford Mi	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Freight for Mylar #1 cutter	\$3,000.00	\$3,000.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$3,000.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cai@comcast.net

Thank you for your business

RECEIVED BY TARY VACATION COUNTY VIRGINIA 10/11/15



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2258
Date: October 28, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford Mi	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Unwind safety chucks and air bar per quote # 1811	\$2,380.00	\$2,380.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$2,380.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cai@comcast.net

Thank you for your business

Invoice

1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice #2263
Date: October 30, 2015

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford Mi	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Freight for Etter dryers	\$986.00	\$986.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$986.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cai@comcast.net

Thank you for your business



1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice

Invoice #2401
Date: April 10, 2016

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford Mi	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Gas dryer for Mylar #2 2 station dryer per quote 1798 Terms 50% with order \$18,145.00 40% prior to shipment \$14,516.00 <u>10% upon acceptance \$3,629.00</u> Total \$36,290.00 40% prior to ship Invoice	\$36,290.00	\$3,629.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$3,629.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cai@comcast.net

Thank you for your business

Invoice

1180 Hemingway Rd.
Lake Orion, Michigan 48360
Phone 248-705-3300

Invoice #2404
Date: April 15, 2016

To: Matt Tary
VacPac, Inc.
150 W. Ostend Street
Baltimore, MD 21230
410-685-5220 x 108

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
tw		M Tary		Oxford MI	30-30-40

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	36 inch web guide Per quote #1695 Terms: 30% with order \$4,236.00 30% prior to shipment \$4,236.00 <u>40% upon customer acceptance \$5,648.00</u> Total \$14,120.00 40% due final	\$14,120.00	\$5,648.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$5,648.00

Make all checks payable to Converting Alternatives International
If you have any questions concerning this invoice, contact Thomas Williams 248-705-3300 williams.cai@comcast.net

Thank you for your business